Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will will meet for a Work Session, open to the public, on September 17, 2019 beginning at 9:30 a.m. No action will be taken at this meeting. Following that the Board will hold a regular District Governing Board Meeting, open to the public, on September 17, 2019 beginning at 10:00 a.m. Following the Regular Meeting the Board will have a Training Session, open to the Public, on September 17, 2019 tentatively beginning at 1:00 p.m. No action will be taken at this meeting. The meetings will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

One or more Board members and/or staff members may participate in the meetings by telephone if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Paul Hempsey at the above address or telephone number at least 24 hours prior to the scheduled start time.

The Board may vote to hold an executive session for discussion or consideration of a personnel matter(s) pursuant to A.R.S. §38-431.03(A)(1). The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District’s attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District’s attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 16th day of September 2019, at 9:30 a.m.

Paul Hempsey
Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. NAVAJO-HOPI OBSERVER
5. KINO RADIO
6. KNBN RADIO
7. COUNTRY MOUNTAIN AIRWAVES [KQAZ/KTHQ/KNNI RADIO]
8. KWKM RADIO
9. WHITE MOUNTAIN RADIO
10. NPC WEB SITE
11. NPC ADMINISTRATORS AND STAFF
12. NPC FACULTY ASSOCIATION PRESIDENT
13. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
14. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT
NPC provides, supports and promotes lifelong learning.

Our Shared Vision:
NPC provides a learner-centered environment, responds to community needs through effective and innovative service to our students, and fosters professional growth and collegial collaboration.

Our Shared Values:
NPC upholds the following values:
• A quality learning environment
• Diversity and accessibility
• Integrity and accountability
• Collaboration toward success
Governing Board Work Session Meeting Agenda
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

**Date:** September 17, 2019  
**Time:** 9:30 a.m. (MST)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Resource</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Call to Order</td>
<td>Chair Lucero</td>
</tr>
<tr>
<td>2.</td>
<td>Adoption of the Agenda</td>
<td>Chair Lucero</td>
</tr>
</tbody>
</table>
| 3.   | Old Business:  
A. Construction at the White Mountain Campus | VPAS Ellison |
|      | B. Accreditation | Director Yip-Reyes |
| 4.   | Adjournment | Chair Lucero |

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President’s Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District’s attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District’s attorney not be present in person, notice is further given that the attorney may appear by speakerphone.
Accreditation Training
Sample Question Review: Educational Oversight

• What are the most important things NPC wants students to learn? Why does NPC think those things are important?

• What evidence does NPC have that students are learning those things?

• Is NPC satisfied with its evidence of student learning? Why or why not?
Sample Question Review: Educational Oversight

• How often do you receive updates on program reviews and/or student learning outcomes?

• What are some of the actions the board has taken after receiving the information?
Program Reviews & Curriculum Changes

• Explicit relationships between program reviews and …
  – Budget Planning?
  – Curriculum Changes?
  – Assessment of Student Learning?
NPC Assessment Process

1. Departments Develop Assessment Plan
   PLANNING DAY
   October

2. Department Implements Assessment Procedures

3. READING DAY
   February
   Department Analyzes Data Collected

4. Department Determines Results and Makes Modifications

5. DIALOGUE DAY
   April
   Departmental Faculty Share Results Across All College Divisions

6. Department Implements Results/Curricular Changes

7. Department Evaluates and Revises Assessment Processes
Student Learning Outcomes - Emphasis on General Education Values

• Departments and programs are encouraged to choose to measure one or more of NPC’s general education outcomes:
  – Critical Thinking/Critical Inquiry
  – Effective Communication
  – Quantitative Reasoning
  – Scientific Inquiry
  – Information Literacy
  – Diversity
Other Potential Topics

• Program-level learning outcome assessment
• Institutional-level learning outcome assessment
• Assessment of learning outcomes in co-curricular setting
overning Board Meeting Agenda
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Date: September 17, 2019  Time: 10:00 a.m. (MST)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Resource</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Call to Order and Pledge of Allegiance</td>
<td>Chair Lucero</td>
</tr>
<tr>
<td>2.</td>
<td>Adoption of the Agenda (Action)</td>
<td>Chair Lucero</td>
</tr>
<tr>
<td>3.</td>
<td>Call for Public Comment</td>
<td>Chair Lucero</td>
</tr>
<tr>
<td></td>
<td>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Reports:</td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Financial Position</td>
<td>VPAS Ellison</td>
</tr>
<tr>
<td>B.</td>
<td>NPC Friends and Family</td>
<td>Director Wilson</td>
</tr>
<tr>
<td>C.</td>
<td>NPC Faculty Association</td>
<td>Inez Schaechterle</td>
</tr>
<tr>
<td>D.</td>
<td>CASO</td>
<td>Rebecca Hunt</td>
</tr>
<tr>
<td>E.</td>
<td>NPC Student Government Association</td>
<td>Cynthia Owen</td>
</tr>
<tr>
<td>F.</td>
<td>Human Resources</td>
<td>Written Report</td>
</tr>
<tr>
<td>5.</td>
<td>Consent Agenda (Action)</td>
<td>Chair Lucero</td>
</tr>
<tr>
<td>A.</td>
<td>August 20, 2019 Special Meeting Minutes</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>August 20, 2019 Executive Session 1 Minutes</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>August 20, 2019 Work Session Minutes</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>August 20, 2019 Regular Meeting Minutes</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>August 19, 2019 Executive Session 2 Minutes</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>2018-19 Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Heber-Overgaard USD.</td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>2019-20 Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Snowflake USD, St. Johns USD.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Old Business:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>None.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>New Business:</td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Request to Accept Resignation of Board Member (Action)</td>
<td>President Vest</td>
</tr>
<tr>
<td>B.</td>
<td>Memorandum of Understanding between Northland Pioneer College and Northland Pioneer College Friends and Family (Action)</td>
<td>President Vest</td>
</tr>
<tr>
<td>C.</td>
<td>Request to Approve Renewal of Cisco Smartnet Contract (Action)</td>
<td>President Vest</td>
</tr>
<tr>
<td>D.</td>
<td>Request to Approve Renewal of TALON Smartnet Contract (Action)</td>
<td>President Vest</td>
</tr>
<tr>
<td>E.</td>
<td>Request to approve 2020-21 Strategic Planning and Budget Development Calendar (Action)</td>
<td>VPAS Ellison</td>
</tr>
<tr>
<td>F.</td>
<td>Request to Award: Summit Healthcare (Action)</td>
<td>Allison Landy</td>
</tr>
<tr>
<td>8.</td>
<td>Standing Business:</td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Strategic Planning and Accreditation Steering Committee Report</td>
<td>Kevin Jones</td>
</tr>
<tr>
<td>B.</td>
<td>President’s Report (Action)</td>
<td>President Vest</td>
</tr>
<tr>
<td>C.</td>
<td>DGB Agenda Items and Informational Needs for Future Meetings</td>
<td>Chair Lucero</td>
</tr>
<tr>
<td>9.</td>
<td>Board Report/Summary of Current Events</td>
<td>Board Members</td>
</tr>
<tr>
<td>10.</td>
<td>Announcement of Next Regular Meeting</td>
<td>October 15, 2019</td>
</tr>
<tr>
<td>11.</td>
<td>Adjournment (Action)</td>
<td>Chair Lucero</td>
</tr>
</tbody>
</table>

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President’s Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District’s attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3).
Should the District’s attorney not be present in person, notice is further given that the attorney may appear by speakerphone.
## Tax Supported Funds

### General Unrestricted

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Current Month</th>
<th>Y-T-D Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary Tax Levy</td>
<td>15,254,000</td>
<td>100,461</td>
<td>100,461</td>
<td>1%</td>
</tr>
<tr>
<td>State Aid:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance and Operations</td>
<td>1,567,700</td>
<td>391,925</td>
<td>391,925</td>
<td>25%</td>
</tr>
<tr>
<td>Equalization</td>
<td>7,751,900</td>
<td>1,937,975</td>
<td>1,937,975</td>
<td>25%</td>
</tr>
<tr>
<td>Additional Rural Funding</td>
<td>-</td>
<td>222,300</td>
<td>222,300</td>
<td></td>
</tr>
<tr>
<td>Tuition and Fees</td>
<td>4,860,000</td>
<td>525,727</td>
<td>525,727</td>
<td>11%</td>
</tr>
<tr>
<td>Investment earnings</td>
<td>195,600</td>
<td>134,159</td>
<td>134,159</td>
<td>69%</td>
</tr>
<tr>
<td>Grants and Contracts</td>
<td>2,000,000</td>
<td>-</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Other Miscellaneous</td>
<td>-</td>
<td>28,289</td>
<td>28,289</td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Transfers</td>
<td>(2,900,000)</td>
<td>(191,393)</td>
<td>(191,393)</td>
<td>7%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 28,729,200</td>
<td>$ 3,149,443</td>
<td>$ 3,149,443</td>
<td>11%</td>
</tr>
</tbody>
</table>

### EXPENDITURES

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Y-T-D Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>18,897,429</td>
<td>1,085,343</td>
<td>1,085,343</td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td>9,831,771</td>
<td>658,833</td>
<td>658,833</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 28,729,200</td>
<td>$ 1,744,176</td>
<td>$ 1,744,176</td>
</tr>
</tbody>
</table>

### Unrestricted Plant

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Current Month</th>
<th>Y-T-D Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Aid:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital/STEM</td>
<td>339,500</td>
<td>84,875</td>
<td>84,875</td>
<td>25%</td>
</tr>
<tr>
<td>Fund Balance - WMC Facilities</td>
<td>12,500,000</td>
<td>-</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Transfers</td>
<td>2,000,000</td>
<td>181,551</td>
<td>181,551</td>
<td>9%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 14,839,500</td>
<td>$ 266,426</td>
<td>$ 266,426</td>
<td>2%</td>
</tr>
</tbody>
</table>

### EXPENDITURES

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Y-T-D Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Expenditures</td>
<td>2,339,500</td>
<td>266,426</td>
<td>266,426</td>
</tr>
<tr>
<td>Capital Expenditures - WMC Facilities</td>
<td>12,500,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 14,839,500</td>
<td>$ 266,426</td>
<td>$ 266,426</td>
</tr>
</tbody>
</table>
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
Statement of Financial Position
July 1, 2019 to July 31, 2019
Budget Period Expired 8%

## Restricted and Auxiliary Funds

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Current Month</th>
<th>Y-T-D Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants and Contracts</td>
<td>6,000,000</td>
<td>131,446</td>
<td>131,446</td>
<td>2%</td>
</tr>
<tr>
<td>Fund Balance Transfers</td>
<td>600,000</td>
<td>-</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 6,600,000</td>
<td>$ 131,446</td>
<td>$ 131,446</td>
<td>2%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>976,929</td>
<td>85,392</td>
<td>85,392</td>
<td>9%</td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td>5,623,071</td>
<td>35,067</td>
<td>35,067</td>
<td>1%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 6,600,000</td>
<td>$ 120,459</td>
<td>$ 120,459</td>
<td>2%</td>
</tr>
</tbody>
</table>

## Auxiliary Funds

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Current Month</th>
<th>Y-T-D Actual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales and Services</td>
<td>300,000</td>
<td>14,189</td>
<td>14,189</td>
<td>5%</td>
</tr>
<tr>
<td>Fund Balance Transfers</td>
<td>300,000</td>
<td>9,842</td>
<td>9,842</td>
<td>3%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 600,000</td>
<td>$ 24,031</td>
<td>$ 24,031</td>
<td>4%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>298,971</td>
<td>22,297</td>
<td>22,297</td>
<td>7%</td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td>301,029</td>
<td>1,734</td>
<td>1,734</td>
<td>1%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 600,000</td>
<td>$ 24,031</td>
<td>$ 24,031</td>
<td>4%</td>
</tr>
</tbody>
</table>

## Cash Flows

- Cash flows from all activities (YTD) .................. $3,571,346
- Cash used for all activities (YTD) .................. $2,155,092
- Net Cash for all activities (YTD) .................. $1,416,254
Monthly Primary Property Tax Receipts

July Year-to-Date
2019-20  $100,461  1% of budget
2018-19  $108,754  1% of budget
OPEN POSITIONS
1. Director of Information Services – Open until filled. 52 applicants.
2. Systems Engineer – Open until filled. 1 applicant.
3. Faculty in Energy and Industrial Technician – Open until filled. 7 applicants.
6. Early Childhood Learning Collaborative Coordinator – Open until filled. 8 applicants.
7. Human Resources Specialist – Closes September 22, 2019
8. Groundskeeper – Open until filled. 6 applicants.
9. Accounting Manager – Closes September 30, 2019
10. Director of Library Services – Open until filled.

CLOSED: IN REVIEW
11. Secretary to the Associate Dean of Education & College and Career Preparation – Open until filled. 25 applicants.
15. Instructional Support Specialist – Closed August 15, 2019. 11 applicants.

FILLED
17. SBDC Business Analyst and Event Coordinator – Tessy LaPorte starts October 1, 2019. Tessy has an Associate degree from Pima Community College and is currently working on her Bachelor’s degree from Troy University.
18. Graphic Design and Digital Media Specialist – Matthew Chavez started September 1, 2019. Matthew received his Bachelor’s degree from Southwest University.
19. Faculty in Early Childhood Development (Interim – 1 year position) – Lorie Hendershot started August 16. Lori received her Associate degree from Ricks College, her Bachelor’s degree from Brigham Young University and her Master’s degree from Northern Arizona University.
Navajo County Community College District
Governing Board Special Meeting Minutes
August 20, 2019 – 9:30 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Derrick Leslie; Mr. Elias Jouen; Mr. Daniel Peaches (joined after first vote).

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Mark Vest; Recording Secretary to the Board Paul Hempsey.

Others Present: Mr. Robert Haws.

Agenda Item 1: Call to Order
Chair Lucero called the meeting to order at 9:30 a.m.

Agenda Item 2: Adoption of Agenda
Mr. Matteson moved to adopt the agenda as presented. Mr. Jouen seconded the motion. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, and Mr. Leslie, voting in favor. There were no votes against.

Agenda Item 3: New Business
3.A. Executive Session Pursuant to A.R.S. 38-431.03.A.3- Legal Advice

Executive Session Pursuant to 38-431.03(A)(3)
At 9:31 a.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Jouen seconded the motion. The motion passed unanimously.

At 9:53 a.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Leslie, seconded by Mr. Peaches and a unanimous vote.

Agenda Item 4: Adjournment
The meeting was adjourned at 9:54 a.m. upon a motion by Mr. Peaches, a second by Mr. Matteson. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, and Mr. Leslie, voting in favor. There were no votes against.
Respectfully submitted,

Paul Hempsey
Recording Secretary to the Board
Navajo County Community College District
Governing Board Work Session Minutes
August 20, 2019 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Daniel Peaches; Mr. Elias Jouen; Mr. Derrick Leslie.

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Mark Vest; Vice President for Administrative Services (VPAS) Maderia Ellison; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Matt Weber; Jeremy Raisor; Josh Rogers; Judy Yip-Reyes; Betsyann Wilson; Ann Hess; Kevin Jones; Gail Campbell; Lauren Maestas; Amber Hill; Peggy Belknap; Terrie Shevat; Jason LaBute; Rickey Jackson; Toni Gibbons; Inez Schaechterle; Roshelle Lacapa; David Huish; Jon Wisner.

Others Present by Phone:

Agenda Item 1: Construction at the White Mountain Campus
VPAS Ellison addressed the Board and provided an update on the Construction projects at the White Mountain Campus noting that an offer had been made for the Construction Manager position but the college had not received a signed contract by the time of the meeting. VPAS Ellison answered questions from Board members.

Agenda Item 2: Accreditation
Dr. Judy Yip-Reyes, Director of Institutional Effectiveness, provided a recap of the information already provided to the Board and continued with further training. Director Yip-Reyes and President Vest also answered questions from Board Members.

Respectfully submitted,

Paul Hempsey
Recording Secretary to the Board
Navajo County Community College District
Governing Board Meeting Minutes
August 20, 2019 – 10:30 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Daniel Peaches; Mr. Derrick Leslie; Mr. Elias Jouen.

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Mark Vest; Vice President for Administrative Services (VPAS) Maderia Ellison; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Matt Weber; Jeremy Raisor; Josh Rogers; Judy Yip-Reyes; Betsyann Wilson; Ann Hess; Kevin Jones; Gail Campbell; Lauren Maestas; Amber Hill; Peggy Belknap; Terrie Shevat; Jason LaBute; Rickey Jackson; Laura Parsons; Inez Schaechterle; Roshelle Lacapa; David Huish; Jon Wisner; Allison Landy; Colleen Readel.

Others Present by Phone:

Agenda Item 1: Call to Order and Pledge of Allegiance
Chair Lucero called the meeting to order at 10:34 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda
Mr. Matteson moved to adopt the agenda as presented. Mr. Jouen seconded the motion. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Agenda Item 3: Call for Public Comment
None.

Agenda Item 4: Reports
VPAS Ellison addressed the Board and reviewed the Financial Position Report noting that it is for the completed 2018-19 fiscal year.

4.B. NPC Friends and Family – Director Wilson
Director Wilson addressed the Board and provided an update on recent Friends and Family activities highlighting the Disc Golf Tournament which raised $4000 for student scholarships. Director Wilson also noted the introduction of two $1000 Nursing Scholarships.
4.C. Faculty Association
Inez Schaechterle, Faculty Association President, addressed the Board and reported on some of the extra-curricular activities completed by faculty members over the summer.

4.D. Human Resources
Written Report.

4.E. NPC CASO
Written Report.

4.F. NPC Student Government Association
No Report.

Agenda Item 5: Consent Agenda
A. June 18, 2019 Regular Board Meeting Minutes
B. June 18, 2019 Work Session Minutes
C. June 18, 2019 Executive Session Minutes
D. Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Chinle USD; Heber-Overgaard USD; Whiteriver USD; Winslow USD.

Mr. Matteson made a motion to approve the consent agenda as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Agenda Item 6: Old Business
None.

Agenda Item 7: New Business
7.A. Assessment of Student Knowledge Report
Allison Landy, Chair of the Assessment of Student Knowledge committee, addressed the Board and referenced the written report provided in the Board packet while expanding on the process and coordination throughout the college.

Mr. Matteson praised the efforts of staff to help the students at the college and the depth of the report provided by Dr. Landy.

7.B. Institutional Effectiveness Quarterly Report
Judy Yip-Reyes, Director of Institutional Effectiveness, addressed the Board and provided the quarterly update from her department.

7.C. Financial Aid Update
Jeremy Raisor, Director of Enrollment Services, provided an update on the ongoing efforts in Financial Aid to improve service to the students.

Mr. Leslie asked how the departure of the Financial Aid Technician would impact the college and the students. Director Raisor responded that job responsibilities had been split between
himself and the Manager of Financial Aid Operations and it should have a very limited effect on students.

Mr. Matteson asked if the software purchased for Financial Aid was beneficial. Director Raisor responded that he believed it is and would continue to be a great benefit to the college and noted some of the features that were not, currently, being utilized after a question from Mr. Leslie. Director Raisor expanded on the reasons why the features were not currently being used after further questions from Mr. Leslie and stated the hope that most would eventually be utilized.

7.D. Program Reviews
VPLSS Clark addressed the Board and provided the highlights from each of the Program Reviews provided in the packet.

Mr. Leslie asked for more information on the high failure rate in the Nursing Assistant Training during the review period and President Vest, who was Vice President for Learning and Student Services at the time, provided additional information.

7.E. Request to Release Funds for Construction at NATC
VPLSS Clark reviewed the request to release funds from the $1 million state appropriation, not to exceed $250,000, once funds have been received.

Mr. Lucero asked what the funds would be used for. Director Huish provided details on the use of funds noting the “Tiny Houses” were already constructed and funds would be used to update the architectural plans and provide infrastructure improvements on site. Dean of Career and Technical Education, Peggy Belknap, provided further information on why the request was for $250,000. After much discussion the board decided they would rather utilize a multi-step approach that would allow for better oversight.

Mr. Matteson made a motion to approve SPS+ Architects to update their existing NATC plans to allow for a bid process for construction to take place, in an amount not to exceed $26,525.00. Mr. Jouen seconded. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.F. Request to Appoint VPLSS Clark to the NATC Board
President Vest reviewed the request to appoint VPLSS Clark to the NATC Board.

Mr. Matteson made a motion to approve the request to appoint VPLSS Clark to the NATC Board, as Chair. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.
7.G. Executive Session Pursuant to 38-431.03(A)(1) – Personnel Matter
At 11:54 p.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Leslie seconded the motion. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

At 12:57 p.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Matteson, seconded by Mr. Peaches. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.H. Possible Action from President’s Evaluation
No action was taken.

Agenda Item 8: Standing Business

8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report
Kevin Jones and Colleen Readel, co-chairs of SPASC, addressed the Board and presented the committee’s annual report.

8.B. President’s Report
President Vest reported that he would attend the Arizona Community College Coordinating Council meeting in Yavapai next week

8.C. Agenda Items/Informational Needs for future meetings
None.

Agenda Item 9: Board Report/Summary of Current Event
None.

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, September 17, 2019.

Agenda Item 11: Adjournment
The meeting was adjourned at 1:10 p.m. upon a motion by Mr. Matteson and a second by Mr. Jouen. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Respectfully submitted,

Paul Hempsey
Recording Secretary to the Board
INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HEBER-OVERGAARD UNIFIED SCHOOL DISTRICT NO. 6

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Heber-Overgaard Unified School District No. 6 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 et seq. This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:
   i. After the governing boards of School District and College have approved it; and
   ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2019. (“Term”).
4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College’s current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College’s admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 et seq.

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College’s expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District’s high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

4.5 Students with Disabilities
A. After notification from School District of a student’s need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education (“FAPE”) in conformity with his or her 504 Plan or individualized education program (“IEP”), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (“ADA”) and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College’s catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student’s State Student ID number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor’s name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District’s expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District’s high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;

2. has completed College assessment examinations, if required by College;

3. is aware the student is subject to both School District policies and procedures and College policies and procedures;

4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and

5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of
College to withdraw authorization of the instructor’s participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

5.7 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor’s employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in
writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor’s employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2 Students

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by School District and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course.

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.
6.7 Rigor of Courses

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student’s eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an un-emancipated student under the age of 19 years will be that of the student’s parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit B. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of 5 years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY
All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student’s education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

10.3 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers’ compensation and disability benefits.

11.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party’s employees, officers, students and agents.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. NON-ASSIGNABILITY
Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. **COMPLIANCE WITH NON-DISCRIMINATION LAWS**

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. **RIGHTS/OBLIGATIONS OF PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

16. **ENTIRE AGREEMENT**

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. **INVALIDITY OF PART OF THE AGREEMENT**

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

18. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. **NOTICE**

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

Dr. Jeanne Swarthout, President  
Northland Pioneer College  
P.O. Box 610  
Holbrook, Arizona 86025
If to School District:

Ron Tenney, Superintendent
Heber-Overgaard Unified School District No.6
PO Box 547,
Heber, AZ 85928

SCHOOL DISTRICT

By: Ron Tenney,
Title: Superintendent

Date

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By: Kristin Backin
Title: Attorney
Counsel for Navajo County Community College District
Dated:

By: 
Title: Counsel for School District
Dated:
EXHIBIT A

TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog. All courses listed with an asterisk are also offered to freshmen and sophomore students. The number of students admitted for any Dual Enrollment Course shall not be less than six (6) students per section and shall not exceed a maximum of thirty (30) students per section except to the extent that the parties agree otherwise in writing in a specified circumstance.

-FALL DE CLASSES-

<table>
<thead>
<tr>
<th>COURSE</th>
<th>TITLE</th>
<th>INSTRUCTOR</th>
<th>CREDITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMC MCO CON101 69 13506</td>
<td>JOBSITE LAYOUT</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON102 69 13507</td>
<td>INTRO TO CONSTRUCTION M</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON111 69 13508</td>
<td>PLAN READING AND EMPLOY</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON124 70 10691</td>
<td>MASONRY SYSTEMS</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON125 70 10693</td>
<td>CONCRETE SYSTEMS</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON101 68 13509</td>
<td>JOBSITE LAYOUT</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON102 68 13510</td>
<td>INTRO TO CONSTRUCTION M</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON111 68 13511</td>
<td>PLAN READING AND EMPLOY</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON124 71 10692</td>
<td>MASONRY SYSTEMS</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON125 71 10694</td>
<td>CONCRETE SYSTEMS</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
</tbody>
</table>

-SPRING DE CLASSES-

<table>
<thead>
<tr>
<th>COURSE</th>
<th>TITLE</th>
<th>INSTRUCTOR</th>
<th>CREDITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMC MCO CON101 69 13506</td>
<td>JOBSITE LAYOUT</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON102 69 13507</td>
<td>INTRO TO CONSTRUCTION M</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON111 69 13508</td>
<td>PLAN READING AND EMPLOY</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON124 70 10691</td>
<td>MASONRY SYSTEMS</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON125 70 10693</td>
<td>CONCRETE SYSTEMS</td>
<td>3265</td>
<td>-MTWR- 9:00-9:55</td>
</tr>
<tr>
<td>WMC MCO CON101 68 13509</td>
<td>JOBSITE LAYOUT</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON102 68 13510</td>
<td>INTRO TO CONSTRUCTION M</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON111 68 13511</td>
<td>PLAN READING AND EMPLOY</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON124 71 10692</td>
<td>MASONRY SYSTEMS</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
<tr>
<td>WMC MCO CON125 71 10694</td>
<td>CONCRETE SYSTEMS</td>
<td>3267</td>
<td>-MTWR- 8:00-8:55</td>
</tr>
</tbody>
</table>
EXHIBIT B

FINANCIAL PROVISIONS

Fill in the blanks. If the information is not applicable, indicate N/A in the blank. Additional directions for completing this form are in italics.

1. INSTRUCTORS

Instructors shall be provided as follows: (Check the appropriate line)

- [X] School District shall provide and pay all instructors.
- ___ College shall provide and pay all instructors.
- ___ Each party shall provide and pay for instructors as follows: ____________________________

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars ($10) per credit hour for each properly enrolled student, capped at one hundred Dollars ($100) per credit hour for each course. (Indicate N/A if there is no cap.)

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

College tuition is Seventy-four Dollars ($74) per credit hour for each in-state student and three hundred fifty-five Dollars ($355) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

<table>
<thead>
<tr>
<th>Fees and Costs (Including special course fees; assessment costs, if any; etc.)</th>
<th>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>District      Student   X</td>
</tr>
<tr>
<td>2.</td>
<td>District      Student   X</td>
</tr>
<tr>
<td>3.</td>
<td>District      Student</td>
</tr>
</tbody>
</table>

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

- [X] Each student is responsible for payment of tuition to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College.
pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. **FINANCIAL AID**

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

[If grants, scholarships or financial aid are available, specify that information here]: N/A

If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

6. **FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

<table>
<thead>
<tr>
<th>Invoices to be sent to the College:</th>
<th>Invoices to be sent to the School District:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(specify administrator and address)</td>
<td>(specify administrator and address)</td>
</tr>
<tr>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. **FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE funding in prior academic year:

(Specify dollar amount)

$ 1,606,000

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

(Specify percentage or dollar amount)

-0-
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT  
AND  
SNOWFLAKE UNIFIED SCHOOL DISTRICT NO. 5  

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District ("College"), and Snowflake Unified School District No. 5 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 et seq. This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:
   i. After the governing boards of School District and College have approved it; and
   ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").

B. The term of this Agreement shall be from the Effective Date through 2019/20 ("Term").
INTERGOVERNMENTAL AGREEMENT
BETWEEN
NORTHLAND PIONEER COLLEGE COMMUNITY COLLEGE DISTRICT
AND
ST. JOHNS UNIFIED SCHOOL DISTRICT NO. 1

This Intergovernmental Agreement ("Agreement") is entered into between Navajo County Community College District ("College"), and St. Johns Unified School District No. 1 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 et seq. This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

"Dual Enrollment Course" shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

   i. After the governing boards of School District and College have approved it; and

   ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").

B. The term of this Agreement shall be from the Effective Date through 2019/20 ("Term").
4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College’s current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College’s admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 et seq.

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).
G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College’s expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District’s high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

4.5 Students with Disabilities

A. After notification from School District of a student’s need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education (“FAPE”) in conformity with his or her 504 Plan or individualized education program (“IEP”), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (“ADA”) and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College’s catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student’s State Student ID number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor’s name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District’s expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District’s high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
1. has completed the necessary College admissions and registration process;

2. has completed College assessment examinations, if required by College;

3. is aware the student is subject to both School District policies and procedures and College policies and procedures;

4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and

5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor’s participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District’s obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.
5.7 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor’s employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor’s employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2 Students

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by School District and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course.

6.4 Schedule and Number of Students
School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.
7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student’s eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student’s parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit B. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of 5 years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student’s education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

9
Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

10.3 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers’ compensation and disability benefits.

11.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party’s employees, officers, students and agents.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
16. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. ININVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

18. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

Mark Vest, President
Northland Pioneer College
P.O. Box 610
Holbrook, AZ 86025

If to School District:

Ed Burgoyne, Superintendent
St. Johns Unified School District No. 1
PO Box 3030,
St. Johns, AZ 85936
By: Mark Vest
Title: President

Date

By: Ed Burgoyne
Title: Superintendent

7-16-2019

Date
REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By: Kristin Nacker
Title: Attorney, Sims Nacker
Counsel for Navajo County Community College District
Dated: 8/15/19

By: [Signature]
Title: Chief Deputy County Attorney
Counsel for School District
Dated: 7/17/2019
### COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.

The number of students admitted for any Dual Enrollment Course shall not be less than (6) students per section and shall not exceed a maximum of (30) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance. All courses listed with an asterisk are also offered to freshmen and sophomore students.

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Credits</th>
<th>Days</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ST JCO BUS106 65 33439 TECHNIQUES OF PERSON</td>
<td>5</td>
<td>MTWRF</td>
<td>7:50a-8:50a</td>
<td></td>
</tr>
<tr>
<td>ROGERS, DES 3.00 08/13/2018 12/21/2018 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO BUS122 65 33440 COMPUTER ACCOUNT WIT</td>
<td>10</td>
<td>MTWRF</td>
<td>12:30p-1:30p</td>
<td></td>
</tr>
<tr>
<td>ROGERS, DES 3.00 08/13/2018 12/21/2018 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO CHM130 70 33410 FUNDAMENTAL CHEMISTRY</td>
<td>15</td>
<td>MTWRF</td>
<td>7:50a-8:50a</td>
<td></td>
</tr>
<tr>
<td>BURDICK, LY 4.00 08/13/2018 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO CHM130 71 33411 FUNDAMENTAL CHEMISTRY</td>
<td>18</td>
<td>MTWRF</td>
<td>1:35p-2:30p</td>
<td></td>
</tr>
<tr>
<td>BURDICK, LY 4.00 08/13/2018 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO CHM130 72 33660 FUNDAMENTAL CHEMISTRY</td>
<td>1</td>
<td>MTWRF</td>
<td>1:35p-2:30p</td>
<td></td>
</tr>
<tr>
<td>BURDICK, LY 4.00 10/04/2018 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO BUS110 70 43449 SMALL BUSINESS MANAG</td>
<td>5</td>
<td>MTWRF</td>
<td>7:50a-8:50a</td>
<td></td>
</tr>
<tr>
<td>ROGERS, DES 3.00 01/07/2019 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO BUS112 74 43450 FUNDAMENTALS OF BOOK</td>
<td>10</td>
<td>MTWRF</td>
<td>12:30p-1:30p</td>
<td></td>
</tr>
<tr>
<td>ROGERS, DES 3.00 01/07/2019 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO MAT152 78 43333 ADVANCED ALGEBRA</td>
<td>6</td>
<td>MTWRF</td>
<td>9:55a-10:50a</td>
<td></td>
</tr>
<tr>
<td>BUSHMAN, JA 3.00 08/13/2018 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO MAT152 79 43334 ADVANCED ALGEBRA</td>
<td>18</td>
<td>MTWRF</td>
<td>10:55a-11:50a</td>
<td></td>
</tr>
<tr>
<td>BUSHMAN, JA 3.00 08/13/2018 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ST JCO MAT189 65 43336 PRECALCULUS ALGEBRA</td>
<td>4</td>
<td>MTWRF</td>
<td>8:55a-9:50a</td>
<td></td>
</tr>
<tr>
<td>BUSHMAN, JA 3.00 08/13/2018 05/24/2019 99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B

FINANCIAL PROVISIONS

Fill in the blanks. If the information is not applicable, indicate N/A in the blank. Additional directions for completing this form are in italics.

1. INSTRUCTORS
Instructors shall be provided as follows: (Check the appropriate line)
   X School District shall provide and pay all instructors.
   ___ College shall provide and pay all instructors.
   ___ Each party shall provide and pay for instructors as follows: 

2. PAYMENTS TO THE SCHOOL DISTRICT
For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars ($10) per credit hour for each properly enrolled student, capped at one hundred Dollars ($100) per credit hour for each course. (Indicate N/A if there is no cap.)

   Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE
TUITION:
   College tuition is Seventy-seven Dollars ($77) per credit hour for each in-state student and three hundred seventy Dollars ($370) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

   ADDITIONAL FEES AND/OR COSTS:
   Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost

   Fees and Costs (Including special course fees; assessment costs, if any; etc.) | For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost.
   | 1. Media Fee | District | Student | X |
   | 2. Course Fees | District | Student | X |
   | 3. | District | Student |

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS
   Check the appropriate line:
   X Each student is responsible for payment of tuition to the College.

   For tuition and fee/cost payments required to be made by the School District to the College:
A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. **FINANCIAL AID**

   Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

   If grants, scholarships or financial aid are available, specify that information here: N/A

   If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

6. **FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

   The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

   Invoices to be sent to the College: (specify administrator and address) N/A

   Invoices to be sent to the School District: (specify administrator and address)

7. **FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

   Amount College received in FTSE in prior academic year: (Specify dollar amount) $1,649,000

   Portion of that FTSE distributed to School District: (Specify percentage or dollar amount) Less than 1%

   Amount School District returned to College: (Specify percentage or dollar amount) -0-
Request to Accept Resignation of Board Member

Recommendation:
Staff recommends the District Governing Board accept the resignation of Mr. James Matteson, District IV.

Summary:
On August 29th, 2019, Mr. Matteson submitted an email of resignation from the District Governing Board of the college, effective September 1st, 2019. A resolution, to be signed by the Board members present for the vote, will be delivered to the Superintendent of Schools who is responsible for appointing a replacement till the next available election.
Dear Ms. Gerlich:
I am currently on the DGB of NPC, representing the people of District Four. I have served for nearly six years, and am now facing some surgery, and will be out for some time. Therefore, I believe that I need to tender my resignation, so as to provide an opportunity to gain a new member before the first of the year. I have enjoyed my term, and hope that the faculty and staff will think well of me.
Thank you for the opportunity to serve.
James H. Matteson
Memorandum of Understanding between Northland Pioneer College and Northland Pioneer College Friends and Family

**Summary:**
What follows is the recently completed Memorandum of Understanding between Northland Pioneer College and NPC Friends and Family. Friends and Family is a 501(c)3 organization with the exclusive purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of NPC and its students. Friends and Family and NPC have jointly developed the attached Memorandum of Understanding to clearly define and document the responsibilities of both parties in the ongoing mission of Friends and Family to support NPC and its students. The Memorandum documents and defines the current relationship between the two parties, and protects the College should that relationship change in the future for some unforeseen reason.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into, by and between Northland Pioneer College ("NPC"), a political subdivision of the State of Arizona, and Northland Pioneer College Friends and Family, Inc. ("Foundation"), an Arizona not-for-profit corporation, to establish the relationship between the two entities.

BACKGROUND

A. NPC was established in 1972, by voter ballot, and the first classes were offered in 1974.

B. NPC's Mission is to provide, support and promote lifelong learning.

C. The Foundation was organized and incorporated in 1983 for the exclusive purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of NPC and its students.

D. The Foundation's Mission is to support the mission of Northland Pioneer College, creating, supporting and promoting lifelong learning, through fund-raising, advocacy and volunteerism.

E. The Foundation's Vision is to support Northland Pioneer College objectives and activities through resource development and to promote community awareness of the College and its programs.

F. NPC and its District Governing Board have determined that the financial support that NPC receives from the Foundation is a significant public benefit to NPC and its students, and that such support is directly linked to NPC's educational mission.

AGREEMENT

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Term. This Memorandum will be effective from July 1, 2019 and will continue indefinitely. Either party may terminate this Memorandum for any reason by giving 90-days advanced written notification to the other party; however, the Foundation's right to terminate this Agreement is subject to a plan and assurances approved in advance by NPC for the continued operations of the Foundation. In the absence of those, the Foundation shall be obligated to transfer its assets to the appropriate successor with 501(c)(3) status to continue the mission and work of the Foundation in supporting NPC.

2. Terms: The terms and conditions of this Memorandum may be reviewed annually by both parties during the fourth quarter of the calendar year, and modified with mutual written consent.
3. **Name, Seal and Logotype.** Consistent with its mission to help to advance the plans and objectives of NPC, the Foundation is granted a license to use the name, Northland Pioneer College, and its logo. However, for the purposes of its business operations, such as contracting with vendors or communicating with auditors, the Foundation will operate under its own seal and logotype and shall not use the NPC seal or other identifying marks.

4. **NPC Governance.**

   4.1. The NPC District Governing Board is responsible for:

   4.1.1. hiring the NPC President

   4.1.2. creating accountability and defining the desired future state of NPC through establishing of the Ends which NPC will strive to achieve:

      4.1.2.1. Education
      4.1.2.2. Economic Development
      4.1.2.3. Social and Cultural opportunities

   4.1.3. approving the annual budget, including tuition, and matters dealing with real property

   4.2. The NPC President is responsible for:

      4.2.1. operationalizing the Ends;

      4.2.2. leading faculty and staff to create NPC Mission, Vision, strategic plans, and annual priorities;

      4.2.3. monitoring the performance and overseeing of all aspects of NPC operations; and,

      4.2.4. hiring, compensating, and evaluating all NPC employees, including those employees who provide services to the Foundation

5. **Foundation Governance.**

   5.1. The Foundation is a separately incorporated 501(c)(3) organization created exclusively to raise, manage, distribute, and steward private resources to support the Mission and Ends of NPC.

   5.2. The Foundation is overseen independently by a board of directors consisting of community leaders who provide their time and insight into the development of additional donations for the benefit of NPC as well as the prudent management of endowments.
5.3. The Foundation's Board of Directors has fiduciary responsibility for the control and management of all assets of the Foundation, and ensures that all gifts are utilized in a manner consistent with donor intent.

5.4. The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities. Additionally, the Foundation has established expectations of individual board members based upon ethical guidelines and policies.

5.5. The Foundation is responsible for paying directly for all Foundation operational expenses out of the assets of the Foundation, except as provided in Paragraph 6.1.2.

6. NPC Responsibilities.

6.1 The NPC President is responsible for communicating NPC priorities and long-term plans to the Foundation.

6.2 In consideration for the Foundation's significant financial and other support of NPC and its mission, NPC will provide the Foundation with the following, at no cost to the Foundation:

   6.2.1 Use of NPC facilities: Foundation will be given appropriate furnished office spaces, as well as access to classrooms, conference rooms, and other spaces needed to facilitate their mission. There will be no charge for rent, utilities, custodial services, or maintenance.

   6.2.2 Administrative Support: NPC will provide the Foundation a variety of support services including Purchasing & Receiving, Human Resources, IT services, etc.

   6.2.3 Personnel: NPC will pay 100% of the cost of salary, wages, benefits and related expenses of up to one .75 FTE NPC employee who will perform community relations duties for NPC in addition to fundraising duties for the Foundation. Future NPC cost increases are limited to 25% of the increase in annual salary and benefit costs. The number of supported positions may increase or decrease upon the mutual agreement of NPC and Foundation.

7 Foundation Responsibilities.

7.1 Fundraising.

   7.1.1 The Foundation shall create an environment conducive to increasing levels of private support exclusively to support the mission and priorities of NPC.

   7.1.2 The Foundation, in consultation with the NPC President, is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of NPC's mission. These programs include annual giving, major gifts, planned gifts, special projects/events and campaigns as appropriate.
7.1.3 The Foundation will establish, adhere to, and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and provide appropriate recognition and stewardship of such gifts.

7.1.4 NPC recognizes that the Foundation bears major responsibility for fundraising. NPC representatives will coordinate fundraising initiatives including major gifts solicitations with the Foundation.

7.1.5 The NPC President will work in conjunction with the leadership of the Foundation board and the Foundation chief executive to identify, cultivate, and solicit prospects for private gifts.

7.1.6 The Foundation shall establish and enforce policies to protect donor confidentiality and rights to the extent allowable by law.

7.2 Asset Management.

7.2.1 The Foundation will establish investment and spending policies that adhere to applicable federal and state laws.

7.2.2 The Foundation will receive, hold, manage, invest, and disperse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.

7.2.3 The Foundation will engage an independent accounting firm annually to conduct an audit of the Foundation's financial records and will provide NPC with a copy of the annual audited financial statements, including management letters.

7.3 Institutional Flexibility.

7.3.1 In addition to providing scholarship support, the Foundation may, as appropriate, raise funds for academic programs or other NPC priorities which will provide NPC an extra margin of excellence beyond that which is available through traditional tuition and State financial support.

7.3.2 The Foundation may, as appropriate, provide financial support for NPC entrepreneurial activities.
7.4 Transfer of Funds

7.4.1 The Foundation is the primary recipient of private gifts and will, as appropriate, transfer gifts to NPC in compliance with applicable laws, NPC policies, and gift agreements.

7.4.2 The Foundation will make all decisions regarding the use of all gifts, including funds and in-kind donations, adhering to donor intent.

7.4.3 The Foundation's disbursements on behalf of NPC must be reasonable expenses that support NPC, are consistent with donor intent, and do not conflict with the law.

7.4.4 When distributing gift funds to NPC, the Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. NPC will abide by such restrictions and provide appropriate documentation.

8 Foundation Funding and Administration.

8.1 The Foundation is responsible for establishing a financial plan to underwrite the cost of Foundation programs, operations and services.

8.2 Foundation has the right to use a reasonable percentage of the annual total Endowment fund balance, not to exceed 10% to support its operations.

8.3 The Foundation shall maintain copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations according to the Foundation's document retention and destruction policy.

8.4 The Foundation will provide access to data and records to NPC in accordance with applicable laws, Foundation policies, and guidelines. The Foundation will comply with all public disclosure laws applicable to it and provide copies of its annual report and other information that may be publicly released to NPC.

9 Miscellaneous.

9.1 This Memorandum shall be governed by the laws of the State of Arizona. The parties shall have all remedies available by law or in equity.

9.2 In performance of this Memorandum, neither party shall discriminate illegally against any person on the basis of race, color, national origin, creed, sex, age, disability, or sexual preference. Both parties shall comply with all laws,
regulations, and executive orders applicable to them concerning non-discrimination, affirmative action and employment opportunity.

9.3 To the fullest extent allowable by law, each party ("indemnitor") agrees to indemnify, defend, and hold harmless the other party ("indemnitee") from and against any and all claims, losses, liability, costs, or expenses (Including reasonable attorney's fees) (collectively "claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims resulting in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

9.4 The parties agree to resolve any differences or disputes which may arise by engaging in good faith negotiations between themselves. If good faith negotiations are unsuccessful, the parties agree to submit any differences or disputes to mediation with a qualified mediator to be agreed upon by the parties. If mediation is unsuccessful, the parties agree to submit any unresolved disputes to arbitration by a qualified arbitrator. The decision of the arbitrator will be final and binding on both parties.

9.5 The parties may revise this agreement by executing a written amendment signed by authorized representatives of both parties.

This Memorandum is hereby executed by the authorized representatives of the parties signing below.

**FOUNDATION**
NPC Friends and Family, Inc.

By______________________
Betsyann Wilson,
Executive Director

Date____________________

**NPC**
Northland Pioneer College

By______________________
Mark H. Vest,
President

Date____________________
Request to Approve Renewal of Cisco Smartnet Contract

Recommendation:
Staff recommends approval renew the existing Cisco Smartnet contract through CDW-G for a price of $196,818.71 which includes applicable taxes.

Summary:
This budgeted, annual renewal will provide multiple service contracts for technical support, upgrades and warranty services. This is a renewal contract price for existing services which support unified communications and Cisco network infrastructure (route switch, firewalls, etc.). The pricing derives from a current software value added reseller contract the vendor holds with the state of Arizona, which may be used by state entities. Note: The total price on the requisition to the vendor is $191,406.65. Adding 3% tax for the City of Holbrook ($5,412.06) outside of the requisition makes the combined total $196,818.71.
DEAR PAUL MOFFITT,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>KWBN071</td>
<td>9/3/2019</td>
<td>CISCO SUB SMARTNET RNWL</td>
<td>302679</td>
<td>$16,679.35</td>
</tr>
</tbody>
</table>

**IMPORTANT - PLEASE READ**

**Special Instructions:** term dates: 9/3/2019 - 9/30/2020

**QUOTE DETAILS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco ASA with FirePOWER Services IPS, Apps, AMP and URL Filtering - subscr</td>
<td>2</td>
<td>4018024</td>
<td>$411.20</td>
<td>$822.40</td>
</tr>
<tr>
<td>Mfg. Part#: L-ASA5506-TAMC-1Y-RENEWAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNSPSC: 43233205</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic distribution - NO MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: Arizona NVP Software (ADSP017-149774)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco Email Security Inbound Bundle - subscription license (1 year) + 1 Yea</td>
<td>1300</td>
<td>3238917</td>
<td>$11.46</td>
<td>$14,898.00</td>
</tr>
<tr>
<td>Mfg. Part#: ESA-ESI-1Y-S3-RENEWAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNSPSC: 43233205</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic distribution - NO MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: Arizona NVP Software (ADSP017-149774)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PURCHASER BILLING INFO**

Billing Address: NORTHLAND PIONEER COLLEGE
BUSINESS OFFICE
PO BOX 610
HOLBROOK, AZ 86025-0610
Phone: (928) 524-7600
Payment Terms: Request Terms

DELIVER TO

Shipping Address: NORTHLAND PIONEER COLLEGE
ATTN: PAUL MOFFITT
102 N 1ST AVE
HOLBROOK, AZ 86025-2902
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL: $15,720.40
SHIPPING: $0.00
SALES TAX: $958.95
GRAND TOTAL: $16,679.35

Need Assistance? CDW•G SALES CONTACT INFORMATION

Rachel Somers | (866) 708-1693 | rachpar@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx

September 17, 2019  Navajo County Community College District Governing Board  Packet Page 64
Dear Paul Moffitt,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>KWBN249</td>
<td>9/3/2019</td>
<td>CISCO SMARTNET RNWL</td>
<td>302679</td>
<td>$174,727.30</td>
</tr>
</tbody>
</table>

**Important - Please Read**

Special Instructions: term dates: 10/1/2019 - 9/30/2020
TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

**Quote Details**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CISCO SMARTNET ESS SW SUPP UPGR</td>
<td>1</td>
<td>2728229</td>
<td>$25,265.01</td>
<td>$25,265.01</td>
</tr>
<tr>
<td>Mfg. Part#: CON-ECMU-1-50K</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic distribution - NO MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAX: HOLBROOK, AZ 6.100% $1,541.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: National IPA Technology Solutions Education (2018011-01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco Independent Software Vendor Application Services technical support -</td>
<td>1</td>
<td>2282742</td>
<td>$698.40</td>
<td>$698.40</td>
</tr>
<tr>
<td>Mfg. Part#: CON-ISV1-1-1K</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNSPSC: 81111811</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic distribution - NO MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAX: HOLBROOK, AZ 6.100% $42.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: National IPA Technology Solutions Education (2018011-01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco SMARTnet extended service agreement</td>
<td>1</td>
<td>1504546</td>
<td>$87,823.57</td>
<td>$87,823.57</td>
</tr>
<tr>
<td>Mfg. Part#: CON-SNT-1-100K</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNSPSC: 81111812</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic distribution - NO MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAX: HOLBROOK, AZ 6.100% $5,357.24</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: National IPA Technology Solutions Education (2018011-01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco Unified Communications Essential Operate Service - extended service a</td>
<td>1</td>
<td>5199012</td>
<td>$50,894.73</td>
<td>$50,894.73</td>
</tr>
<tr>
<td>Mfg. Part#: CON-ECDN-1-75K</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNSPSC: 81111811</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic distribution - NO MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAX: HOLBROOK, AZ 6.100% $3,104.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: National IPA Technology Solutions Education (2018011-01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Purchaser Billing Info**

| Billing Address: | SUBTOTAL |
|                 | $164,681.71 |
| NORTHLAND PIONEER COLLEGE | |
| BUSINESS OFFICE | |
| PO BOX 610 | |
| HOLBROOK, AZ 86025-0610 | |
| Phone: (928) 524-7600 | |
| Payment Terms: Request Terms | |

Please remit payments to:

September 17, 2019 Navajo County Community College District Governing Board Packet Page 66
**Shipping Address:**
NORTHLAND PIONEER COLLEGE
ATTN: PAUL MOFFITT
102 N 1ST AVE
HOLBROOK, AZ 86025-2902

**Shipping Method:** ELECTRONIC DISTRIBUTION

---

**Need Assistance? CDW•G SALES CONTACT INFORMATION**

| Rachel Somers | (866) 708-1693 | rachpar@cdw.com |

---

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at [http://www.cdw.com/content/terms-conditions/product-sales.aspx](http://www.cdw.com/content/terms-conditions/product-sales.aspx)

For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
<table>
<thead>
<tr>
<th>ENTITY</th>
<th>CDW Government LLC</th>
<th>Status: Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUNS:</td>
<td>026157235</td>
<td>CAGE Code: 1KH72</td>
</tr>
<tr>
<td>+4:</td>
<td></td>
<td>DoDAAC:</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>07/15/2020</td>
<td>Has Active Exclusion?: No</td>
</tr>
<tr>
<td>Address:</td>
<td>230 N Milwaukee Ave</td>
<td>Debt Subject to Offset?: No</td>
</tr>
<tr>
<td>City:</td>
<td>Vernon Hills</td>
<td></td>
</tr>
<tr>
<td>ZIP Code:</td>
<td>60061-4304</td>
<td>State/Province: ILLINOIS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Country: UNITED STATES</td>
</tr>
</tbody>
</table>
Request to Approve Renewal of TALON Smartnet Contract

**Recommendation:**
Staff recommends approval to renew the existing TALON-specific Cisco Smartnet contract through Logicalis for a price of $54,961.33 which includes applicable taxes.

**Summary:**
This budgeted, annual renewal will provide TALON Smartnet technical support, upgrades and warranty services. This is a renewal contract price for existing services which support unified communications and Cisco network infrastructure (route switch, firewalls, etc.). The pricing derives from a current software value added reseller contract the vendor holds with the state of Arizona, which may be used by state entities. Note: The total price on the requisition to Vendor is $54,961.33.
### Cisco Support Quote Summary

<table>
<thead>
<tr>
<th>Target Contract</th>
<th>Quote Number</th>
<th>Service Level</th>
<th>Extended Price</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>95692037</td>
<td>231479944</td>
<td>SNT/SNTP/ECDN/ECMU</td>
<td>$54,101.17</td>
<td>Northland Pioneer College</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Software Tax</td>
<td>$860.16</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SUPPORT COST</strong></td>
<td></td>
<td></td>
<td><strong>$54,961.33</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Do you have support agreements that you would like Logicalis to manage? Ask me how to move them!**

The information in this proposal is considered proprietary and CONFIDENTIAL to Logicalis, Inc.

By acceptance of this information, your company agrees to maintain this confidentiality and use such information for internal purposes only.

Any variation in quantity, or requested delivery may result in price changes. Prices are valid for 30 days from date of quotation unless otherwise stated.

Prices are subject to change without notice in the event the product's manufacturer/distributor changes the price to Logicalis.

Shipping charges are subject to handling fees for specifying carriers and same day shipments.

Logicalis provides standard delivery to your loading dock, inside delivery is available at an additional charge if stated on your purchase order.

This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this quotation. By signing below, I accept this offer and represent that I am authorized to purchase these items on behalf of the above named customer.
** PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER **

Authorized Signature____________________________________________________Date:________________________________________

Logicalis Terms Net 30


For applicable engagements, State, Mohave, and SLD contract terms are incorporated herein by reference; however, for terms not addressed in the State, Mohave or SLD contracts, Logicalis' terms of sale shall supersede

Please provide billing address if it is different than address at top of the page

Billing address: ____________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
## Service Support Quotation

### Support Level:
- **ECDN** - Cisco Unified Communications Essential Operate S SNT - (8x5xNBD) SmartNet Standard
- **SNTP** - SMARTnet Premium

### Service Availability:
- ECDN: 8 Hours/Day x 5 Days/Week
- SNTP: 24 Hours/Day x 7 Days/Week

### Service Support Include:
- Advanced Parts Replacement
- Software support includes maintenance, minor and major updates for your licensed feature set

### Product Details:

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Source Contract Number</th>
<th>Target Service Level</th>
<th>Quantity</th>
<th>Service SKU</th>
<th>Product Number</th>
<th>Product Description</th>
<th>Serial Number</th>
<th>Begin Date</th>
<th>End Date</th>
<th># of Days Covered</th>
<th>Annual Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
<tr>
<td>ECDN</td>
<td>CON-ECDN-CTSMICG2</td>
<td></td>
<td>1</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>*Cisco TelePresence MX300-K9</td>
<td>FTT2000XSA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>365</td>
<td>365</td>
</tr>
</tbody>
</table>

### Additional Information:
- ECDN: Cisco TelePresence Ceiling Microphone Generation 2
- SNTP: Cisco TelePresence Precision 60 Camera
- **Services Available: 24 Hours/Day x 7 Days/Week**
- **Service Availability: 24 Hours/Day x 5 Days/Week - Next Business Day**
- **Response Time - 4 Hours**
- **Software support includes both major and minor version upgrades**

### Contact Information:
- **SmartNet Quote Number:** 23147994
- **Quote Date:** 08/20/2019
- **Target Contract:** 95692037
- **Billing Cycle:** Prepaid
- **Total Hardware Cost:** $44,648.88
- **Total Software Cost:** $9,452.29
- **Total Support Cost:** $54,101.17
<table>
<thead>
<tr>
<th>Source Contract Number</th>
<th>Target Service Level</th>
<th>Quantity</th>
<th>Service SKU</th>
<th>Product Number</th>
<th>Product Description</th>
<th>Serial Number</th>
<th>Begin Date</th>
<th>End Date</th>
<th># of Days Covered</th>
<th>Annual Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-MIC-CG2</td>
<td>CTS-MIC-CLNG-G2</td>
<td>Cisco TelePresence Ceiling</td>
<td>FT201803PD</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$103.60</td>
<td>$103.60</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>FT201802LF</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$532.00</td>
<td>$532.00</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-MIC-CG2</td>
<td>CTS-MIC-CLNG-G2</td>
<td>Cisco TelePresence Ceiling</td>
<td>FT201803FA</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$103.60</td>
<td>$103.60</td>
</tr>
<tr>
<td>95692037</td>
<td>ECMU</td>
<td>25</td>
<td>CON-ECMU-UWL11XPR</td>
<td>UWL-11X-PRO</td>
<td>*CUWL Professional 11.x Users - Service Use</td>
<td>10/01/2019</td>
<td>04/30/2020</td>
<td>365</td>
<td>$914.72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-SX80IPTS09</td>
<td>CTS-SX80-IPTS09-K9</td>
<td>Cisco SX80 Codec, Spec</td>
<td>FT2044X22Q</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$2,240.70</td>
<td>$2,240.70</td>
</tr>
<tr>
<td>95692037</td>
<td>ECMU</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>FT2045007Y</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$103.60</td>
<td>$103.60</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>FT204301TK</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$532.00</td>
<td>$532.00</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-SX80IPTS09</td>
<td>CTS-SX80-IPTS09-K9</td>
<td>Cisco SX80 Codec, Spec</td>
<td>FT2045X009</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$2,240.70</td>
<td>$2,240.70</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>FT2045007Z</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$103.60</td>
<td>$103.60</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>FT204301UL</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$532.00</td>
<td>$532.00</td>
</tr>
<tr>
<td>95692037</td>
<td>SNT</td>
<td>1</td>
<td>CON-SNT-CTS-MICCC</td>
<td>CTS-MIC-CLNG-G2</td>
<td>Cisco Ceiling Microphone Gen 2 stand alone k</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$119.00</td>
<td>$119.00</td>
<td>$119.00</td>
</tr>
<tr>
<td>95692037</td>
<td>SNT</td>
<td>1</td>
<td>CON-SNT-CTS-MICCC</td>
<td>CTS-MIC-CLNG-G2</td>
<td>Cisco Ceiling Microphone Gen 2 stand alone k</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$119.00</td>
<td>$119.00</td>
<td>$119.00</td>
</tr>
<tr>
<td>95692037</td>
<td>SNT</td>
<td>1</td>
<td>CON-SNT-CTS-MICCC</td>
<td>CTS-MIC-CLNG-G2</td>
<td>Cisco Ceiling Microphone Gen 2 stand alone k</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$119.00</td>
<td>$119.00</td>
<td>$119.00</td>
</tr>
<tr>
<td>95692037</td>
<td>SNT</td>
<td>1</td>
<td>CON-SNT-CTS-MICCC</td>
<td>CTS-MIC-CLNG-G2</td>
<td>Cisco Ceiling Microphone Gen 2 stand alone k</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$119.00</td>
<td>$119.00</td>
<td>$119.00</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>FT20110X0PL</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$2,240.70</td>
<td>$2,240.70</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>WK02003078</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$28.00</td>
<td>$28.00</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-SCAM60</td>
<td>CTS-CAM-P60</td>
<td>Cisco TelePresence Pre</td>
<td>FT20110167</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$532.00</td>
<td>$532.00</td>
</tr>
<tr>
<td>95692037</td>
<td>ECMU</td>
<td>1</td>
<td>CON-ECMU-LTMS25</td>
<td>L-TMS-25</td>
<td>Order L-TMS-AVL-PAX for E-delivery add TR</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$1,325.80</td>
<td>$1,325.80</td>
<td>$1,325.80</td>
</tr>
<tr>
<td>95692037</td>
<td>ECDN</td>
<td>1</td>
<td>CON-ECDN-CTS-MIC-J0</td>
<td>CTS-MX300-K9</td>
<td>*Cisco TelePresence MX</td>
<td>FT201020XKF</td>
<td>10/01/2019</td>
<td>09/30/2020</td>
<td>365</td>
<td>$1,835.40</td>
<td>$1,835.40</td>
</tr>
</tbody>
</table>

Do you have support agreements that you would like Logicalis to manage? Ask me how to move them!

The information in this proposal is considered proprietary and CONFIDENTIAL to Logicalis, Inc. By acceptance of this information, your company agrees to maintain this confidentiality and use such information for internal purposes only.

Any variation in quantity, or requested delivery may result in price changes. Prices are valid for 30 days from date of quotation unless otherwise stated.

Prices are subject to change without notice in the event the product's manufacturer/distributor changes the price to Logicalis.

Shipping charges are subject to handling fees for specifying carriers and same day shipments.

Logicalis provides standard delivery to your loading dock, inside delivery is available at an additional charge if stated on your purchase order.
<table>
<thead>
<tr>
<th>ENTITY</th>
<th>Logicalis, Inc.</th>
<th>Status: Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUNS</td>
<td>807643150</td>
<td></td>
</tr>
<tr>
<td>+4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAGE Code</td>
<td>1M7W4</td>
<td></td>
</tr>
<tr>
<td>DoDAAC:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>02/14/2020</td>
<td></td>
</tr>
<tr>
<td>Has Active Exclusion?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Debt Subject to Offset?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>One Penn Plaza 51st Fl Ste 5130</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>New York</td>
<td>State/Province: NEW YORK</td>
</tr>
<tr>
<td>ZIP Code</td>
<td>10119-5160</td>
<td>Country: UNITED STATES</td>
</tr>
</tbody>
</table>
Request to approve 2020-21 Strategic Planning and Budget Development Calendar

**Recommendation:**
Staff recommends approval of the 2020-21 Strategic Planning and Budget Development Calendar.

**Summary:**
The Strategic Planning and Budget Development Calendar is similar to last year.

The development of the budget cycle starts in July of each year, when NPC develops and submits its State Aid request. The consolidated AZ Community Colleges State Aid request for FY2020-21 is due to the state by September 1st of each year.

The Business Office will be adjusting the due dates associated with the June 30th, year-end activity, for Accounts Payable, Purchasing and Grant deadlines to better manage the timing of information needed to complete the request for State Aid. Changes in deadlines will be communicated to all impacted through-out this fiscal year and will be highlighted in March, April and May 2020.
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>RESOURCE</th>
<th>DUE BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Receive &amp; approve calendar</td>
<td>DGB</td>
<td>17 September 2019</td>
</tr>
<tr>
<td>2. Receive draft strategic plan</td>
<td>DGB</td>
<td>17 September</td>
</tr>
<tr>
<td>3. Approve strategic plan</td>
<td>DGB</td>
<td>15 October</td>
</tr>
<tr>
<td>4. Receive and approve budget assumptions &amp; overview</td>
<td>DGB</td>
<td>17 December</td>
</tr>
<tr>
<td>5. Review strategic plan/budget at convocation or meetings</td>
<td>SPASC</td>
<td>6 January 2020</td>
</tr>
<tr>
<td>6. Solicit input for strategic plan at convocation or meetings</td>
<td>SPASC</td>
<td>6 January</td>
</tr>
<tr>
<td>7. Distribute budget materials for operational &amp; capital</td>
<td>Bus Ofc</td>
<td>7 January</td>
</tr>
<tr>
<td>8. Financial Services receives budget requests</td>
<td>Department Managers</td>
<td>3 February</td>
</tr>
<tr>
<td>9. Executive team, faculty, CASO meet on compensation</td>
<td>Ex Tm FA CASO</td>
<td>3 February</td>
</tr>
<tr>
<td>10. Review of operational &amp; capital plans/budget requests</td>
<td>Executive Team</td>
<td>10 February</td>
</tr>
<tr>
<td>11. Receive introductory budget analysis</td>
<td>DGB</td>
<td>18 February</td>
</tr>
<tr>
<td>12. Receive tuition and fee schedules</td>
<td>DGB</td>
<td>18 February</td>
</tr>
<tr>
<td>13. President receives compensation recommendation</td>
<td>FA CASO</td>
<td>2 March</td>
</tr>
<tr>
<td>14. Budget hearing</td>
<td>SPASC</td>
<td>6 March</td>
</tr>
<tr>
<td>15. Receive preliminary budget analysis</td>
<td>DGB</td>
<td>17 March</td>
</tr>
<tr>
<td>16. Receive compensation recommendation</td>
<td>DGB</td>
<td>17 March</td>
</tr>
<tr>
<td>17. Approve tuition and fee schedules</td>
<td>DGB</td>
<td>17 March</td>
</tr>
<tr>
<td>18. Approve compensation</td>
<td>DGB</td>
<td>21 April</td>
</tr>
<tr>
<td>19. Receive complete budget analysis</td>
<td>DGB</td>
<td>21 April</td>
</tr>
<tr>
<td>20. Adopt tentative budgets &amp; related publications</td>
<td>DGB</td>
<td>21 April</td>
</tr>
<tr>
<td>21. Develop priorities for upcoming strategic plan</td>
<td>DGB</td>
<td>21 April</td>
</tr>
<tr>
<td>22. Publish notice of budget public hearing/TNT hearing</td>
<td>CFO</td>
<td>24 April</td>
</tr>
<tr>
<td>23. Publish notice of TNT hearing (2)</td>
<td>CFO</td>
<td>30 April</td>
</tr>
<tr>
<td>24. Publish notice of budget public hearing (2)/TNT hearing (3)</td>
<td>CFO</td>
<td>7 May</td>
</tr>
<tr>
<td>25. Conduct taxpayer public hearings</td>
<td>DGB</td>
<td>19 May</td>
</tr>
<tr>
<td>26. Adopt property tax levy and final budgets</td>
<td>DGB</td>
<td>19 May</td>
</tr>
<tr>
<td>27. Notify PTOC of primary property tax levy</td>
<td>CFO</td>
<td>22 May</td>
</tr>
<tr>
<td>28. Submit tax levy to Navajo County</td>
<td>CFO</td>
<td>22 May</td>
</tr>
<tr>
<td>29. Develop upcoming strategic plan draft</td>
<td>SPASC</td>
<td>31 July</td>
</tr>
<tr>
<td>30. Present strategic plan report &amp; new draft at convocation</td>
<td>SPASC</td>
<td>17 August</td>
</tr>
<tr>
<td>31. Receive input for future strategic plans at convocation</td>
<td>SPASC</td>
<td>17 August</td>
</tr>
<tr>
<td>32. Receive annual report on strategic planning</td>
<td>DGB</td>
<td>18 August 2020</td>
</tr>
</tbody>
</table>
Request to Award: Summit Healthcare

**Recommendation:**
Staff recommends the award of the following subgrant to Summit Healthcare in the amount of $55,000. Summit Healthcare is a named partner provider in the Navajo-Apache First Things First Professional Development for Early Care and Education Professionals (PD ECEP) grant that began operation July 1st, 2019.

**Summary:**
The Early Childhood Department at Northland Pioneer College was awarded the Navajo Apache First Things First PD ECEP grant, which was accepted by the board in June, 2019. The purpose of the grant is to provide comprehensive, supportive training and technical assistance to at least 60 early childhood professionals in the communities of Holbrook, Snowflake, Sanders, Saint Johns, Springerville, and Linden through the use of a Learning Collaboratives model. Learning Collaboratives are an evidence-based training and technical assistance framework that uses peer to peer learning (i.e., Communities of Practice) and individualized technical assistance to improve knowledge and support behavior change among early childhood care and education providers. The Learning Collaboratives Project will also include a locally offered Early Childhood Conference in May 2020 open to 275 early childhood professionals.

Per the terms of the PD ECEP grant award, NPC is implementing the grant project via a multi-agency partnership between NPC, Summit Healthcare, and Arizona PBS. *This award formalizes the subgrant contract with Summit Healthcare to provide Learning Collaborative content in topic areas related to Trauma and Resilience.* Summit Healthcare is specially trained in trauma-informed care, Adverse Childhood Experiences, and Resilience models and is a key partner in our grant.

Through this award, Summit Healthcare will assist the college with the fulfillment of the grant requirements stipulated in the First Things First PD ECEP grant.
AGREEMENT BETWEEN NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT AND

Summit Healthcare

This Agreement made and entered into on the 10th day of September, 2019, by and between Navajo County Community College District hereinafter referred to as "District" or "College" and Summit Healthcare hereafter referred to as the "Subgrantee."

The District and the Subgrantee agree as follows:

FIRST: The Subgrantee agrees to perform the professional, technical and/or management services hereinafter set forth in the Scope of Services when, and as assigned by the District, and

SECOND: The District agrees to pay the Subgrantee a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: SUBGRANTEE’S SERVICES
The Subgrantee agrees to provide professional services and consultation to assist the College as outlined in the Scope of Services with any exceptions noted in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior written approval of the District.

ARTICLE 2: FEE STRUCTURE
Under this agreement, the Subgrantee will be paid up to an amount of $55,000 in no fewer than 4 payments of no more than 1/3 the total amount.

ARTICLE 3: METHOD OF PAYMENT
Payments to the Subgrantee will be made no less than quarterly, and upon the presentation and approval of the Subgrantee’s invoice. Each such invoice shall be documented in such detail to identify each of the tasks completed during the quarter.

ARTICLE 4: INDEMNIFICATION
To the fullest extent permitted by law, the Subgrantee shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys’ fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Subgrantee, its employees, agents or any tier of subcontractors in the performance of the Agreement. Subgrantee’s duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Subgrantee or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Subgrantee be legally liable.
ARTICLE 5: EMPLOYEE RELATIONSHIP
The Subgrantee is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Subgrantee.

ARTICLE 6: CANCELLATION
This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Subgrantee. In the event of such cancellation, the Subgrantee shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Subgrantee.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS
Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Subgrantee reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the Subgrantee.

ARTICLE 8: PERSONAL SERVICES
It is agreed that the District is relying on the personal services of the Subgrantee and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Subgrantee shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST
The Subgrantee agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Subgrantee shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Subgrantee shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT
The initial term of the contract shall be for one year from date of award. Two, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW
This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

ARTICLE 12: SEVERABILITY
This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.
ARTICLE 13: NOTICES
All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

District Representative:

Subgrantee Representative:

ARTICLE 14: CANCELLATION OF CONFLICTS OF INTEREST
This Agreement is subject to cancellation by the District for conflicts of interest pursuant to A.R.S. § 38-511, the terms of which are incorporated here by this reference.

ARTICLE 15: NON-DISCRIMINATION
The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING
This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Subgrantee shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE
Subgrantee shall furnish insurance as required by the Navajo-Apache First Things First Professional Development for Early Childhood Professionals grant awarded to the District.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Holbrook, Arizona the day and year first above written.

Northland Pioneer College: Subgrantee:

By: ________________________________ By: ________________________________

Title: ________________________________ Title: ________________________________
SCOPE OF SERVICES

PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.

C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. Coordinate with Subgrantee to ensure effective implementation of Subgrantee requirements and deliverables.

F. Provide technical assistance and training, including implementation of Learning Collaboratives in accordance with the grant implementation plan and as requested to assist Subgrantee in fulfilling its obligations under this agreement.

G. Design and print all marketing and recruitment materials for activities as needed to implement the scope of services for the grant.

H. Provide professional advisement activities to participants of all Learning Collaborative participants.

RESPONSIBILITIES OF SUBGRANTEE Subgrantee agrees to:

A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award as outlined in the grant proposal and implementation plan.

B. Ensure implementation of Learning Collaboratives with fidelity to the Nemours Early Childhood Learning Collaborative Model in agreed upon locations within the areas of Navajo
and Apache Counties as determined by the grantee and identified during partner quarterly meetings.

C. Ensure coordination with local early childhood stakeholders (e.g., NACOG Head Start, local childcare providers, and local school districts) to plan and conduct each of the Learning Collaboratives.

D. Implement with alignment to the Nemours Early Learning Collaborative model, including learning sessions and individualized coaching/mentoring between sessions.

E. Attend all quarterly meetings as established by the District.

F. Provide all requested data to the District in a timely and accurate manner at least quarterly.

G. Distribute marketing materials and support recruitment in agreed upon communities.

H. Ensure compliance with all elements of the First Things First Standards of Practice for the strategy.

I. Submit requests for payments at least quarterly, for no more than 1/3 the total grant award, up to the budgeted amount allowed ($55,000).

J. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.

K. Make records available to Grantor, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
# Governing Board Training Agenda

**Painted Desert Campus, Tiponi Community Center**  
2251 East Navajo Boulevard, Holbrook, Arizona

**Date:** September 17, 2019  
**Time:** 1:00 p.m. (MST)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Resource</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Call to Order</td>
<td>Chair Lucero</td>
</tr>
<tr>
<td>2.</td>
<td>Adoption of the Agenda <em>(Action)</em></td>
<td>Chair Lucero</td>
</tr>
</tbody>
</table>
| 3.   | New Business:  
A. Board Training | Dr. Rufus Glasper |
| 4.   | Adjournment *(Action)* | Chair Lucero |

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President’s Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District’s attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District’s attorney not be present in person, notice is further given that the attorney may appear by speakerphone.